

XXXX Silver Leaf Court - Lease: 20XX-20XX

This lease, made and entered into this Xnd day of XXXXXX 20XX by and between Bearfield Properties LLC, LESSOR, **LESSEE 1, LESSEE 2, LESSEE 3** Lessee(s). (Lessor and Lessee are hereinafter referred to in masculine gender, singular person. Singular person includes plural.) Lessees are responsible for the lease jointly and severally. Witnesseth, That the Lessor, for and in consideration of the rents covenants, and agreements hereinafter mentioned, and hereby agreed to be paid, kept, and performed by the Lessee, herby leases to the Lessee 2300 Silver Leaf Court, Columbia, MO 65201 for the term of approximately one year commencing at 4:00 p.m. on the 1st of August 20XX, and extending through 8:00 a.m. on the 30th day of July, 20XX.

1. The Lessor Covenants and Agrees:

- To put the Lessee in possession of said apartment on the date of commencement of the term, and to permit said Lessee to quietly and peaceably hold and enjoy said apartment during the term without any interruptions by the Lessor or any person claiming under him, provided that the Lessee observes and performs all the covenants and conditions hereinafter set forth.
- To make all repairs necessary to maintain said apartment and the furnishings therein in a tenantable and usable condition, except those repairs made necessary by damage caused by the fault or negligence of the Lessee.
- That in all circumstances Lessor shall in good faith seek to mitigate damages, but failure to do so shall not constitute a waiver of rights except as provided by law.

2. The Lessee Covenants and Agrees:

- To pay rent in advance (postmarked) on or before the first day of each month and to pay a \$5.00/day late fee if said rent is not paid by the first day of each month. Lessees whose checks are returned due to insufficient funds (bounced checks) shall be charged \$40.00 plus the late fees that have accrued up to the date rent is paid, as agreed in this lease.
- That all utility expenses shall be split equitably among Lessees named within this lease and the expenses are to be paid by the due date noted on the bill. The utility bill must be paid in full and to not be considered late. No air conditioning units, electric or gas space heaters, or other similar devices may be used without written consent of the Lessor, a \$100 fee will assessed and the said device will be required to be removed immediately. Lessee agrees to connect utility service (gas, electric, water sewer & refuse) to the apartment on the commencement date of this lease and to pay all utility costs to the utility company by the date due.
- To pay to Lessor a total rent of thousand dollars (\$XX,000) to be paid monthly at a rate of thousand dollars (\$X,000.00), payable in advance on the first day of each month during the term of this lease. Said payments shall be mailed to the office of Lessor at 1515 Chapel Hill Road, Columbia, MO 65203.
- Not to use or suffer said apartment to be used for other than residential purposes.
- Not to assign this lease nor sublet said apartment or any portion thereof without the written consent of the Lessor. In the event Lessor shall grant Lessee permission to sublease said sublease shall be only to persons approved in writing, by Lessor. Lessee in all cases shall pay to Lessor a sum equal to one half (1/2) of one month's rent as a fee for services rendered in subletting said apartment.
- Lessee understands that the premises are located in the PUD zoning district and agrees that the maximum number of unrelated persons who may occupy the premises is _____, and that related occupants must be in compliance with the definition of a "family" contained in Section 29-2 of the Code of Ordinances of the City of Columbia, Missouri.
- That the Lessor or his Agent shall have free access to said apartment at all reasonable times for the purposes of examining the condition thereof and making necessary repairs, showing the premises to prospective purchasers, building inspectors, appraisers, and for 210 days before the end of this lease, for the purpose of showing the same to prospective Lessees. Lessor will where practicable endeavor to give Lessee reasonable prior notice before entering upon the leased premises.
- To keep said apartment in good order and condition and free from any nuisance, filth (cigarette butts, bottles, etc.), on the interior or exterior of building, or danger of fire. Lessor reserves the right to correct any deficiency noted in this paragraph and the costs of the correction shall be borne by the Lessee. Lessee will assessed and must pay within one week of service a minimum fee of \$25.00.
- Not to do or permit anything to be done on or about said premises, which would cause cancellation of the insurance or increase the rate thereof.
- To make no alterations, repairs, or improvements in said apartment without the written consent of the Lessor; provided, however, that any alterations, repairs, or improvements made by the Lessee shall become a part of said premises and may not be removed at the expiration of this lease.
- To peaceably surrender possession of said apartment and furnishings, upon the expiration of this lease, in as good condition as when received, except natural wear and decay, the effect of accidental fire, and damage by acts of God and the public enemy.
- To vacate the apartment by 8:00 a.m. on the last day of this lease that possession of said apartment is held.
- To pay double rent for every day or portion thereof after 8:00 a.m. on the last day of this lease that possession of said apartment is held.
- That the Lessor shall not be liable to the Lessee or the Lessee's agents, guests, roomers, or employees, for any damage to them or their persons or property, by theft or burglary, water, rain, snow, ice, sleet, fire, explosion, frost, storms, and accidents, or by breakage, stoppage, current, or plumbing upon, about or adjacent to said premises, nor for any negligence of others that may cause damage of any character whatsoever.
- Lessees are responsible for the removal of snow and ice from steps, walkways, etc. in winter, as necessary. Lessor will provide rock salt or similar product upon request.
- Lessor is responsible for lawn mowing and trimming.
- Lessor shall have no responsibility to furnish telephone service or facilities inside or outside of the building and shall have no responsibility for the repair or maintenance of any telephone line or facilities inside or outside of the building serving the leased premises, but it shall be Lessee's own responsibility to procure, repair and maintain any telephone line or facilities inside or outside of the building desired by Lessee serving the leased premises.

3. The Parties Mutually Covenant and Agree:

- That if said apartment is totally destroyed or rendered wholly un-tenantable by fire or otherwise, without fault or negligence of the Lessee, this lease shall terminate as of the date of destruction and a pro rata proportion of the prepaid rent shall be refunded to the Lessee.
- That if said apartment is partially destroyed or rendered partially un-tenantable by fire or otherwise, without fault or negligence of the Lessee, the rent shall be reduced proportionately until such time as the apartment is again wholly tenantable; provided, however, that if the Lessor shall fail to render said apartment wholly tenantable within a reasonable time after such damage and notice thereof, the Lessee shall have the option to terminate this lease by written notice.
- That if any default shall be made in the payment of the rent or any part thereof at the time provided, or if after ten (10) days; written notice setting forth the default, default shall continue by the Lessee in the performance or observance of any other covenant or condition herein contained to be performed or observed by the Lessee, the Lessor shall without demand be entitled to possession and the Lessee will upon written demand quit and surrender to the Lessor or his agent or representative peaceful possession thereof, but that for this cause the obligation to pay rent for the full term as herein proved shall not cease, and Lessee shall within (10) days after said surrender without demand pay the full remaining amounts due on said lease, and should same be required, with reasonable attorneys fees in conjunction therewith.
- That if any default shall occur under the terms of this lease or any agreement made a part hereof, Lessor's actions in regaining peaceful possession of this property shall not prejudice Lessor not affect Lessee's obligation to pay to Lessor all unpaid rent specified in the lease for the entire term of the lease along with any reasonable attorney's fees required to collect such sums.
- That on the execution of this lease, the Lessee shall deposit with the Lessor the sum of thousand dollars (\$X,000.00), receipt of which is hereby acknowledged by the Lessor, to guarantee faithful performance of this lease by said Lessee. Said sum shall be held by the Lessor without interest subject to appropriation upon any claim arising from any violation by the Lessee of any of the covenants, stipulations, or conditions of this lease. It is agreed that Lessor is authorized to expend such sum, or as much thereof as may be necessary, to correct or repair any damage done by Lessee, or Lessee's guests or invitees, and any such sum which is not so expended by Lessor during the term of this Lease or within thirty (30) days thereafter shall be returned to Lessee. In the event that said deposit as provided for herein is not sufficient to cover the costs to repair and restore the damage or

loss, then Lessee agrees to promptly pay such additional amount to Lessor upon notification of the dollar amount thereof. In the event the lessees do not pay the full security deposit at the signing (execution) of this lease, the lessees have ten days hereafter to deliver the remaining security deposit amount to the Lessors. If the remaining amount is not delivered within said ten days, the Lessors, at their sole option, may at any time before the remaining amount is delivered void this lease without notice to prospective Lessee and keep any amount of the security deposit paid by Lessee as a service fee.

f. That the rules and regulations contained in Exhibit A attached hereto shall be treated and observed as part of this lease. Said rules and regulations being changeable by the Lessor upon thirty (30) days’ notice and in no case shall Lessor so change the rules and regulations absent good cause.

g. That all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, if assignment is permitted, of the respective parties.

h. Lessor does not provide any insurance coverage for personal possessions. Lessor is in no way responsible for damage, loss or theft of Lessee’s property for any reason. Lessee shall obtain at Lessee’s own expense Renter’s Insurance in an amount sufficient to cover the replacement cost of Lessee’s property.

i. That the property is owned and operated by a licensed Missouri real estate salesperson.

4. If Lessor in his sole discretion shall determine Lessee is creating a nuisance either to other Lessees or to the Lessor, in any form or manner, this shall, at Lessor’s option, be treated as a breach of this lease on the day and the year first above written.

5. If a lessee is arrested on a narcotics or other substance abuse charge, said lessee may, at lessor’s sole discretion, be evicted.

6. Rent payments are to be made out to Bearfield Properties LLC and mailed to House of Brokers Realty, Inc., c/o Justin Naydyhor, 1515 Chapel Hill Road, Columbia, MO 65203 In witness whereof, said parties have executed and delivered this lease on the day and year first above written.

Lessor: Bearfield Properties LLC, hereby assign this lease _____.

Lessee: _____ S.S. No. **SOCIAL SECURITY NUMBER #1** Phone number **PHONE NUMBER #1**

Lessee: _____ S.S. No. **SOCIAL SECURITY NUMBER #2** Phone number **PHONE NUMBER #2**

Lessee: _____ S.S. No. **SOCIAL SECURITY NUMBER #3** Phone number **PHONE NUMBER #3**

Exhibit A—Rules and Regulations

1. The entrances, passages, elevators, public halls, corridors, and stairways shall not be obstructed by any of the Lessees or be used by them for any purpose except for ingress or egress to their respective apartments, and the sidewalks and driveways shall not be in any manner obstructed.
2. No wading pools or sandboxes will be permitted on the lawn area, and no outdoor cooking or other activity shall unreasonably interfere with other’s enjoyment of the premises.
3. No garbage or other refuse shall be placed in hallways and all garbage shall be disposed of in places provided.
4. Lessees are to place garbage in designated areas as required by Lessor.
5. No baby carriages, velocipedes, bicycles, or other like paraphernalia shall be allowed in the elevators or to remain in passageways, hallways, or upon the driveways of said building.
6. No shades, awnings, Venetian blinds, or window curtains shall be used except such as shall be put up or approved by the Lessor.
7. No dogs, cats, or other animals, fowls, or reptiles shall be permitted or kept in the demised premises. If any animal enters upon the lease premises at any period of time (including “visiting” pets) without written consent of lessors, a \$200.00 fee will be assessed and the animal as described above will required to be removed immediately.
8. The bathroom and kitchen facilities and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, tags, rags, ashes, or other substances shall be thrown therein. Any damage resulting to them from misuse shall be borne by the Lessee causing the same.
9. No alteration or replacement of locks or installation of knockers or other attachments shall be made upon any door without Lessor or his agent’s prior written permission.
10. The Lessor accepts no responsibility for any article delivered to or left with any employee of Lessor for a Lessee.
11. No signs, advertisements, radio or television aerials, or other equipment visible from the outside shall be installed on any part of the premises except upon written approval by the Lessor.
12. The Lessee shall not make any changes in electrical wiring nor overload the electrical system nor run any exposed wires for electrical appliances or fixtures in violation of the building codes.
13. Lessees shall not play upon or suffer to be played upon any musical instrument nor operate a phonograph, radio or television, or permit nay disturbing noises in the building by themselves, their families, friends, or servants in such manner as may disturb or annoy other occupants of the building.
14. Lessees, their families, friends, and servants shall observe posted parking rules and regulations provided for the building and parking regulations or public authorities on the public streets.
15. **MAINTENANCE REPAIRS.** If a repair is necessary, notify Lessor by calling 573-268-2758 and leave a message between the hours of 9 a.m. and 5 p.m. Monday-Friday. If the repair is an emergency, notify Lessor at any time. Should Lessee make said emergency call in circumstances which blatantly do not present emergencies, Lessee shall be liable for a \$40.00 minimum service call charge regardless of the defect of which lessee complained. Further, if the said problem is fixed before the maintenance person arrives, Lessee must contact Lessor immediately at 573-268-2758. If the maintenance person arrives and no problem exists, Lessee shall be liable for a \$40.00 service charge.
16. If you lock yourself out of your apartment and if the Lessor or Lessor’s representative must come and unlock the door at any time, a forty dollars (\$40.00) charge shall be due and payable prior to unlocking the door.
17. Checkout and inspection time at the expiration of the lease shall be between 9:00 a.m. and 5:00 p.m. Monday-Friday.
18. Upon checkout all rooms are require to be steamed cleaned by a professional carpet cleaning service.
19. **PLUMBING CAUTIONS.** Do not dispose of any feminine hygiene item, trash, orange peels, eggshells, diapers, washcloths, or any other similar item or object in the toilet or other drain. Any clogging of any toilet or drain as a result of said disposal or any damage or cleanup caused thereby shall be charged to the Lessee. Over flowing of toilets, sinks, dishwashers, washing machines, tubs, showers, etc. shall be cleaned up by lessees. Repair costs caused from damage, negligence, or neglect of such duties shall be borne by lessees.
20. Sleeping rooms can only have electrical devices that are typically considered bedroom use (clock, etc.). Any other electrical devices such as microwave ovens, refrigerators, portable stoves, etc. are not allowed without the express written consent of the lessor.
21. The Lessee(s) is (are) responsible for cleaning the apartment at the termination of the lease. It is agreed that Lessee is to return possession of the demised premises to Lessor free of Lessee’s personal belongings and in as good of condition as when Lessee inspected and took possession of same, normal wear expected. A cleaning service identified by the lessors will inspect the premises and, if determined by the cleaning company or the lessors that further cleaning is needed, the company will clean the apartment. Cleaning charges will be assessed to the lessees. If charges are incurred, a listing of those charges will be provided to the lessee.
22. Any items left in the apartment that have the potential of creating a bug problem, or may be unsightly, or may create any other potential hazard as determined by the Lessor, will be removed and the cost of the removal will be charged to the Lessee.
23. These rules and regulations shall become effective the 1st day of August 20XX, and shall continue in full force and effect until change is made therein under and in accordance with the provisions of paragraph 3(g) of the lease. Violation of these provisions shall render this lease voidable at the Lessor’s option and that failure to declare the lease provisions violated by any set of facts shall not operate as a waiver of any kind regarding the violated provision or any other provision of this agreement and the lease.

Permanent Addresses and Email Addresses of lessees: